Contract No: OPSC-SRB-202404-002/DEKO Date:29.04.2024 **Construction Contract on Drain Pit for AC Condensate Water and Underfloor Gypsum Partition Walls of Thermal Insulation in AC Room for the Buildings for Communications, Information, Signal Engineering Equipment Along Novi Sad - Subotica - State Border (Kelebija) Architecture** THIS PURCHASE CONTRACT is made between: **Party A:** **CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD,** with the registered seat in Belgrade, Belgrade-Zemun, Majevička 2m, registration no:29507678, tax identification no:110760071, legally represented by Mr. Xu Yang, Legal representative of the branch office. (hereinafter also referred to as: "Party A"). **And** **Party B:** **DEKO TIM DOO BEŠKA,** duly incorporated pursuant to the law of Republic of Serbia for the company,having its registered office and principal place of business at Beška, Braće Relić 19, Beška, Serbia,registration no:21608696, PIB no: 112107273, represented by Nenad Ignjatović, Director (hereinafter also referred to as: "Party B")	Ugovor br: OPSC-SRB-202404-002/DEKO Datum:29.04.2024 **Ugovor o izgradnji upojnih jama za kondenzacionu vodu klima uređaja i podnih gipsanih pregradnih zidova sa termoizolacijom u prostorijama sa klima uređajima za objekte telekomunikacione i signalne opreme duž deonice Novi Sad - Subotica - Državna granica (Kelebija)** Ovaj Ugovor o kupovini se sklapa između: **Strana A:** **CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD,** sa sedištem u Beogradu, Beograd-Zemun, Majevička 2m, matični broj: 29507678, poreski identifikacioni broj: 110760071, koju zastupa g. Xu Jang (Xu Yang), zakonski zastupnik datog ogranka. (u daljem tekstu: „ Strana A"). **i** **Strana B:** **DEKO TIM DOO BEŠKA,** registrovana u skladu sa zakonom Republike Srbije sa sedištem i glavnim mestom poslovanja u Beškoj, Braće Relić 19, Srbija, matični broj: 21608696, PIB: 112107273, koju zastupa Nenad Ignjatović, Direktor (u daljem tekstu: „Strana B")
Article 1. This contract defines the construction of Drain Pit for AC Condensate Water, and delivery and installation of Underfloor Gypsum Partition Walls of Thermal Insulation in AC Room, together with accompanying materials and works. The offer No. 253/2024 dated 25.03.2024, accepted by PARTY A, represents the integral part of this contract. The quotation includes all the costs related to the material, construction, delivery, and installation.	**Član 1.** Ovim ugovorom je definisana izgradnja upojnih jama za kondenzacionu vodu i isporuka i ugradnja podnih gipsanih pregradnih zidova sa termoizolacijom u prostorijama sa klima uređajima, zajedno sa pratećim materijalom i radovima. Ponuda broj 213/2024 od 25.03.2024. godine, koju je prihvatila STRANA A, čini sastavni deo ovog ugovora. Ponuda uključuje sve troškove vezane za

	materijal, rad, isporuku i ugradnju.
Article 2. The delivery time for the material and equipment is 7 days from the day of the advance payment. The installation time is 14 days from the date when material is delivered to the site.	**Član 2.** Rok isporuke materijala i opreme je 7 dana od dana uplate avansa. Vreme ugradnje je 14 dana od datuma isporuke materijala na gradilište.
Article 3. The total contract amount is 21,179.04 Euros (in words twenty-one thousand, one hundred and seventy-nine and 4/100 Euros), which will be paid in Serbian Dinars in the middle exchange rate of National Bank of Serbia at the date of invoicing. This is a VAT-free contract. The payment for the contracted material, construction, and installation/services will be executed in the following way: 1. 20% of the contract amount will be paid as advance payment upon the proforma invoice issued by the Party B after the contract is taking into effectiveness; 2. 75% of the contract amount will be paid upon the work complete certificate verified by Party A and by Utiber supervisor, and then the invoices issued by the Party B, when all the construction and installation work is completed. 3. 5%, as warranty for the performance of above-mentioned works, of the contract amount will be paid until the end of the defect liability period i.e., 12 months from the receipt of the Taking over Certificate by the employer. The payment will be transferred to the Party B's	**Član 3.** Ukupan iznos ugovora je 21,179.04 evra (slovima dvadeset jedna hiljada sto sedamdeset devet i 4/100 evra), koji će biti plaćen u srpskim dinarima po srednjem kursu Narodne banke Srbije na dan fakturisanja. Ovo je ugovor bez PDV-a. Plaćanje za ugovoreni material, rad i ugradnju/usluge izvršiće se na sledeći način: 1. 20% od ukupnog iznosa ugovora biće plaćeno kao avans na osnovu predračuna koji izdaje Strana B nakon što ugovor stupi na snagu; 2. 75% od iznosa ugovora biće plaćeno po sertifikatu o završetku radova potvrđenom od strane A i od strane Nadzora Utibera, a zatim po fakturama koje je izdala Strana B, kada su svi radovi na izgradnji i montaži završeni. 3. 5% prihvaćenog iznosa ugovora kao garanciju za izvođenje gore navedenih radova, do kraja perioda odgovornosti za nedostatak, odnosno 12 meseci od prijema Potvrde o preuzimanju biće izvršena od strane poslodavca. Uplata će biti prebačena na bankovni račun Strane B naveden u fakturi koju je izdala Strana B.

bank account stated in the invoice issued by Party B.	
Article 4. Party B is obliged to provide the timely delivery to the site, sufficient manpower to finish the construction and installation within the given timeline. Party A is obliged to provide the working spaces required for above-mentioned Drain Pit for AC Condensate Water and Underfloor Gypsum Partition Walls of Thermal Insulation in AC Room.	**Član 4.** Strana B je dužna da obezbedi pravovremenu isporuku na gradilište, dovoljan broj radnika kako bi se izgradnja i montaža završile u datom roku. Strana A je dužna da obezbedi radne prostore potrebne za gorenavedene upojne jame za kondenzacionu vodu klima uređaja i podnih gipsanih pregradnih zidova sa termoizolacijom u prostorijama sa klima uređajima.
Article 5. Party B is obliged to provide the equipment (tools and hand tools) and materials, such as geotextile, concrete, PVC pipes, sealing materials, double coating of gypsum and thermal insulation, all other necessary materials, etc. for finishing the project. Party B will issue the warranty for the material, installation and equipment delivered and installed, with duration of 1 year, starting from the date of completion of works.	**Član 5.** Strana B je dužna da obezbedi opremu (alat i ručni alat) i materijale, kao što su geotekstil, beton, PVC cevi, zaptivni materijali, dupli premaz gipsa i termoizolacije, sve ostale neophodne materijale i dr. za završetak projekta. Strana B će izdati garanciju za materijal, ugradnju i isporučenu i ugrađenu opremu u trajanju od 1 godina, počevši od dana završetka radova.
Article 6. All quantities of the works and the materials will be measured, commissioned and quantified. The necessary quantity of accessory parts (such as supporting frame, sealing materials, any other necessities for completing the work, etc.) are deemed to be included in Appendix 1 and without extra charges. All the spare parts should be left to Party A.	**Član 6.** Sve količine radova i materijala biće izmerene, naručene i kvantifikovane. Neophodna količina pomoćnih delova (poput nosača, zaptivnih materijala ili bilo kojih drugih potreba za završetak radova, itd.) smatraće se uključenom u Prilog 1 i bez dodatnih troškova. Svi rezervni delovi treba da se ostave Strani A.
Article 7. Any dispute and disagreements, which may arise in connection with this agreement, and which cannot be settled amicably between the two Parties, shall finally be decided in the court in Belgrade.	**Član 7.** Svi sporovi i nesporazumi koji mogu nastati u vezi sa ovim Ugovorom, a koji se ne mogu rešiti sporazumno između dve Strane, konačno će se rešavati u sudu u Beogradu.

Article 8 During execution of the contractual obligations and during stay at the construction site, the Party B shall fully comply with all safety and health-protection rules, pursuant to the Art. 19 of the Law on Safety and Health at Work I (Official Gazette of the Republic of Serbia No. 101/2005). The Party B shall be solely and exclusively liable for each damage, or accident, sustained by his employees or third parties (including damage to their property), which arise out of execution of the Party B's contractual obligations or his conduct (including its omissions). The Party B, his employees or third parties, shall not have, or raise, any demands, or claims, against the Party A on these grounds. The Party B shall fully comply with the regulations concerning environmental protection as well as with the rules and procedures concerning conduct at the Site.	**Član 8.** Tokom izvršavanja ugovornih obaveza i tokom boravka na gradilištu, Strana B će u potpunosti poštovati sva pravila o bezbednosti i zdravlju, u skladu sa čl. 19. Zakona o bezbednosti i zdravlju na radu (Sl. glasnik RS br. 101/2005), Strana B će biti jedina i isključivo odgovorna za svaku štetu, ili nezgodu, koju pretrpe njeni zaposleni ili treća lica (uključujući štetu na njihovoj imovini), a koja proističe iz izvršavanja ugovornih obaveza Strane B ili njenog ponašanja (uključujući njene propuste). Strana B, njeni zaposleni ili treća lica, neće imati, niti pokretati, bilo kakve zahteve ili potraživanja protiv Strane A po ovim osnovama. Strana B će u potpunosti poštovati propise koji se odnose na zaštitu životne sredine, kao i pravila i procedure koje se odnose na ponašanje na lokaciji.
Article 9 For matters not covered herein, the Party A and the Party B may enter into an appendix or supplementary agreement, which shall have the same legal effect as the Contract. The Annexes are the integral part of the Contract and has the same legal effect as the Contract.	**Član 9.** Za pitanja koja nisu obuhvaćena ovim Ugovorom, Strana A i Strana B mogu sklopiti aneks ili dopunski Ugovor, koji će imati isto pravno dejstvo kao i Ugovor. Aneksi su sastavni deo Ugovora i imaju isto pravno dejstvo kao i Ugovor.
Article 10. This Contract will come into force upon the signature of duly authorized representatives. This Contract is made in English and Serbian Languages; in case of any ambiguity or conflicts, English version will prevail. This Contract has been drawn in 4 (four) identical copies, 2 (two) for each of the contracting parties.	**Član 10.** Ovaj Ugovor stupa na snagu potpisom ovlašćenih predstavnika. Ovaj Ugovor je sastavljen na engleskom i srpskom jeziku; u slučaju bilo kakve nejasnoće ili sukoba, prevladavaće engleska verzija. Ovaj Ugovor je sastavljen u 4 (četiri) identična primerka, po 2 (dva) za svaku ugovornu stranu.
Annex 1. - Original Quotation Annex 2. - Work completion certificate	Aneks 1 – Originalna ponuda Aneks 2 – Sertifikat o završetku radova

ANNEX 1 ORIGINAL QUOTATION
ANEKS 1 ORIGINALNA PONUDA

ANNEX 2 WORK COMPLETION CERTIFICATE/POTVRDA O ZAVRŠENOM RADU

ANEKS 2 – SERTIFIKAT O ZAVRŠETKU RADOVA

Date/Datum: **Station/Stanica:**

No./Broj.

No./Broj.	Job Description/Opis posla	Status/Status
1	Delivery of all materials necessary for Drain Pit for AC Condensate Water Isporuka svih potrebnih materijala za upojne jame za kondenzacionu vodu klima uređaja	
2	Construction and completion of the Drain Pit for AC Condensate Water Izgradnja i završetak upojnih jama za kondenzacionu vodu klima uređaja	
3	Delivery of all materials necessary for Underfloor Gypsum Partition Walls of Thermal Insulation in AC Room Isporuka svih potrebnih materijala za podne gipsane pregradne zidove sa termoizolacijom u prostorijama sa klima uređajima	
4	Installation and completion of the Underfloor Gypsum Partition Walls of Thermal Insulation in AC Room Ugradnja i završetak podnih gipsanih pregradnih zidova sa termoizolacijom u prostorijana sa klima uređajima	
5	Clear the construction site and quit site Čišćenje i napuštanje gradilišta	

Party B Signature/Potpis strane B

Party A Signature/Potpis strane A